



# The Validity of Electronic Sales and Purchase Agreements in Indonesian Civil Law: A Law of Obligations Perspective

**Yofi Permatasari**

Tarumanagara University, Jakarta, Indonesia

**Wilma Silalahi**

Tarumanagara University, Jakarta, Indonesia

---

## ABSTRACT

**Objective** - This research aims to explore and find out the validity of electronic buying and selling agreements in Indonesian civil law based on the perspective of Law of Obligation.

**Methodology** - In this research, the study uses a normative research method that relies on the analysis of laws and regulations as primary sources, supported by doctrine or opinions of legal experts as secondary sources.

**Findings** - The results obtained are that electronic buying and selling agreements in civil law based on the law of obligation are valid and regulated in Article 1320 of the Civil Code and the Law on Information and Electronic Transactions. The parties also get legal protection if they suffer losses preventively and repressively.

**Novelty** - The novelty in this research is because of the merging of two things, namely buying and selling that is usually done offline is now done online and scientific research needs to be done.

**Keywords:** *law of obligation, validity of sales and purchase, civil law*

**JEL Classification:** A12, K20, K42

**Article Info:** Received 26 May 2025; Revised 3 June 2025; Accepted 6 June 2025

**Article Correspondence:** [yofi.207242014@stu.untar.ac.id](mailto:yofi.207242014@stu.untar.ac.id)

**Recommended Citation:** Permatasari, Y., & Silalahi, W. (2025). The Validity of Electronic Sales and Purchase Agreements in Indonesian Civil Law: A Law of Obligations Perspective. *Journal of Business, Management, and Social Studies*, 5(2), 85-92.

---

## I. INTRODUCTION

Along with the times, there are various developments, especially in the field of technology that make it easier for human life to be able to communicate and carry out various activities more easily. One of the things that has also developed is in the world of buying and selling, which can now be done online without the need to see the object you want to trade directly (Sanusi, 2010). The rise of electronic commerce and its impact on business transactions, primarily facilitated by the Internet. With fast and efficient online communication, businesses are increasingly conducting deals digitally, with significant growth seen in e-commerce, especially in regions like China and the US. Both consumer and business-related online transactions, referred to as business-to-consumer (B2C) and business-to-business (B2B) respectively, contribute to the economic landscape, with B2B transactions generating a larger share of GDP. The Internet, originally developed for specific purposes, has undergone significant transformation and proliferation in commercial



sectors over recent years, also affecting new communication methods and supporting a shift in global trade practices (Wang, 2014).

Electronic commerce, which is carried out through the Internet, constitutes one of the most significant and innovative aspects of the globalization of the world economy. A global economy with a global market such as that which the Internet has been able to generate sites such as eBay, TripAdvisor etc. requires global rules. However, as in other areas of the law, states are struggling to implement common harmonized rules for the market. State regulation reveals an inability to grasp legal innovation and changes in the market economy. The continuous evolution of market economic conditions requires flexible tools to adapt the law to the changes in reality. This flexibility can only be guaranteed by the contract the unique tool of legal innovation. It is only through contracts, supported by the underlying principle of “freedom of contract”, that business parties are able to adapt commercial law to new circumstances, and the electronic contract is a practical example of this (Sasso, 2016). However, this raises an interesting discussion regarding the online sale and purchase agreement between the seller and the buyer. The sale and purchase agreement carried out online needs to be researched, especially regarding its validity, which will be studied through the law of engagement that regulates this matter.

“An agreement is an event in which one person promises to another or in which two people promise each other to carry out something” (Hidayat, 2023). Before the existence of a law that specifically regulates it, the community has used electronic contracts but based on the Civil Code as a form of legal protection and to know the provisions stipulated in it. The Civil Code has previously regulated agreements in general which can also be used in any agreement as long as it meets the specified requirements. Article 1320 is an article that can be a reference for making a sale and purchase agreement both conventionally and through electronic media which regulates the validity of the agreement made by the parties. Regarding the definition of an agreement in the Civil Code itself, it is regulated in Article 1313 of the Civil Code which reads “An agreement is an act in which one or more people bind themselves to one or more other people.” In making an agreement, there is a main principle, namely the principle of freedom of contract which means that everyone has the freedom to contract in any case as long as they meet the requirements stated by the Law. Regarding *online* buying and selling agreements or what can be called electronic transactions, there is a law that specifically regulates this, namely in Law (UU) Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions, which regulates the provisions related to transactions carried out electronically. With the existence of online transactions, it is certainly very easy for both parties, namely the seller and the buyer, especially if they are in different cities (Jayuska, 2008). Although buying and selling transactions are carried out through electronic media, the application of the agreement between the parties remains the same as buying and selling carried out conventionally where the agreement between the parties is the main thing. In the occurrence of a sale and purchase agreement, currently there is also a development where initially it was carried out conventionally, namely written and oral, currently an agreement can also be made through electronic media (Abdul, 2009). The agreement made by the parties has important elements in its implementation, such as the *essentialia* element which means that an agreement without which there cannot be an agreement, for example a price agreement between the seller and the buyer, then the *Naturalia* element as a regulation that has the nature of regulating by law, for example, coverage and finally the *accidentalialia* element, which is the part added by the parties specifically agreed upon which is not regulated in the law to regulate it (Hanim, 2011). Sale and purchase agreements through electronic media have experienced a very significant increase in almost all parts of the world, including Indonesia, because only by relying on devices connected to the Internet can a sale and purchase agreement be carried out indefinitely and even from a distance (Hanindyo, 2008). Although there are regulations on the conduct of electronic sale and purchase agreements, this requires further research. Based on the discussion that the



author has done, the author will then conduct a more in-depth research, especially based on Book III of the Civil Code by raising the title “The Validity of the Sale and Purchase Agreement Through Electronic Media Based on Bond Law.”

## II. PROBLEM FORMULATION

Amidst the exponential growth of e-commerce, ensuring legal certainty for online transactions and providing adequate protection for the parties involved requires a foundational analysis of the governing legal principles drawn from the law of obligation. Based on the discussion, the research questions of this study are as follows: (1) How is the perspective of law of obligation related to the validity of selling and buying through electronic media? (2) How is the form of legal protection for the parties in buying and selling through electronic media based on law of obligation?

## III. METHODOLOGY

This study adopts a normative juridical method, focusing on primary legal sources (KUHPerdata, ITE Law, Consumer Protection Law) and secondary materials (doctrine, scholarly articles). Terry Hutchinson defines doctrinal research as “research that provides a systematic exposition of the rules governing a particular legal category, analyses the relationship between rules, explains areas of difficulty and, where appropriate, predicts future developments” (Hutchinson, 2010).

A statute-based approach is used to examine the compatibility between traditional contract law principles and electronic contracts. In conducting research, the author takes a statutory approach to be able to examine in depth the essence of legislation governing electronic buying and selling agreements based on law of obligation. The source of legal material that is the basis for analysis in this research consists of primary legal material and secondary legal material as a pillar in conducting this research. This research also uses secondary legal materials such as relevant books, scientific articles, doctrines of jurists, all of which are combined as one research result through the literature study technique.

## IV. DISCUSSION

### **How is the perspective of law of obligation related to the validity of selling and buying through electronic media?**

Electronic contracts (e-contracts) are typically considered valid under Indonesian civil law as long as they include the crucial components of consent, capacity, a specified object, and a legitimate cause, according to Article 1320 of the Civil Code. The Electronic Information and Transactions Law (ITE Law, Law No. 11 of 2008, as amended) reaffirms the legal status of electronic documents and signatures, placing them on the same level as conventional forms (Article 5 and 11). Nonetheless, while this recognition is important, it falls short in practical situations. The formal validation does not necessarily resolve complications in enforcement, particularly in international scenarios or instances where demonstrating genuine consent proves challenging due to the nature of digital interactions (such as click-wrap or browse-wrap agreements). Additionally, comparative models, like the UNCITRAL Model Law on E-Commerce and the EU Digital Contracts Directive, highlight important principles like clarity, intelligibility, and the accessibility of contractual terms—ideas that are still not fully adopted in Indonesia’s e-commerce sector.

The principle of freedom of contract continues to underpin electronic transactions; however, it needs to be aligned with issues of consumer protection, data privacy, and reliability of evidence. E-contracts

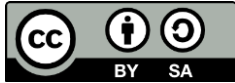


necessitate the following (UNCITRAL, 1996): (1) Evidence of consent: This is frequently simplified to clicking “I agree,” raising concerns about whether consent is truly meaningful, particularly in imbalanced transactions; (2) Ensuring authentication and integrity: Legal usage of electronic signatures assumes a secure system which is still in development; (3) Determining liability: It remains unclear who is accountable when automated systems fail or when third-party platforms are involved; and (4) In contrast, the EU’s Digital Content and Digital Services Directive (2022) places greater responsibility on providers to verify usability, accuracy, and security, as well as to ensure effective consumer redress an area where Indonesian law is still becoming more developed.

There are common evidentiary issues in digital contracts: (1) Verification of Consent and Intent: In the context of digital contracts, establishing informed and voluntary consent is notably more challenging than in conventional contexts. This issue is intensified by the common practice of using pre-checked boxes or unclear user interface designs. In the absence of definitive standards for digital consent, courts may face difficulties in evaluating the legitimacy of agreements, especially when there is a disparity of power between parties involved; (2) Jurisdiction and International Liability: Indonesian legislation lacks thorough coverage on jurisdiction as it pertains to cross-border e-commerce exchanges. For instance, if a consumer in Indonesia makes a purchase from a foreign seller through a platform located in another country, the legal options available to them are often ambiguous. This legal void causes complications in enforcement and may compromise consumer protection; (3) Execution of Dispute Resolution: Although the ITE Law permits mechanisms for resolving disputes, such as arbitration, these processes are seldom convenient or feasible for the average consumer. The lack of a national online dispute resolution (ODR) platform impedes the possibility of access to effective legal solutions, in contrast to the EU, where the ODR Regulation ensures such access for consumer disputes extending beyond borders.

The implementation of digital contracts in Indonesia faces several challenges due to legal gaps. Proving informed consent is more complex than in traditional contracts, often hindered by poorly designed interfaces and pre-selected options. Jurisdictional issues in cross-border e-commerce present enforcement difficulties that limit consumer protection. Although laws allowing arbitration exist, many consumers find them inaccessible in practice. Additionally, current consumer protection legislation doesn’t fully address the dynamics of digital commerce, particularly regarding technology-driven practices like dynamic pricing. Issues of evidence and liability further complicate the situation; consumers in digital transactions often do not have the means to prove their claims due to a lack of access to necessary data. Third-party digital platforms also hold limited responsibility for harmful listings, unlike regulations in settings like the EU. To improve the situation, recommendations include harmonizing local laws with international standards, standardizing consent processes for digital transactions, and enhancing jurisdiction clarity. Operational measures to enforce the Personal Data Protection Law more robustly when linked to e-commerce activities are also advocated.

The validity of the Sale and Purchase Agreement made through Electronic Media refers to the law of engagement, especially Article 1320 of the Civil Code which regulates 4 (four) conditions for the validity of an agreement, namely as follows: (a) Agreement of those who bind themselves – Agreement is a meeting of the will of each party regarding what is desired in the agreement made. Someone who gives approval or agrees to the will to create legal relations between the parties cannot fulfill the valid requirements of the agreement according to this Article; (b) Capacity to enter into an agreement – Capability is specifically regulated in Article 1329 of the Civil Code, which states that every person is authorized to enter into an agreement, unless he is declared incapable of doing so. Regarding what is called incapacity, it is further regulated in Article 1330 of the Civil Code where it is stated that there are 3 (three) categories of incapacity in the Civil Code, namely minors, persons placed under pardon, and women who have married in matters determined by law and in general all persons who are prohibited by law from



making certain agreements. In addition, the Supreme Court of the Republic of Indonesia specifically issued Supreme Court Circular Letter No.3 of 1963 which states that adult women are capable of making agreements. Along with its development, the Supreme Court based on Decision No. 447/SIP/1976 dated October 13, 1967 stated that with the enactment of Law No. 1 of 1974, the limit of a person under guardianship is 18 years, not 21 years; (c) A specific subject matter – A certain subject matter is intended that the agreement or contract made must have a clearly agreed object so that there is no confusion or uncertainty for the parties. The agreed object must also be explained in the agreed contract in detail so that it can be carried out as well as possible; (d) A cause that is not prohibited – A cause that is not prohibited is intended as a rule that the parties can do anything as long as it does not violate the applicable laws and regulations, and norms found in society such as norms of decency.

Based on Article 1320 of the Civil Code, it is explained in detail about what benchmarks can be said to be valid or not an agreement including a sale and purchase agreement through electronic media, a sale and purchase agreement through electronic media still uses the above article in making an agreement because it is fundamental as a condition for the validity of the agreement made by the parties. By going through this, an agreement can be said to be valid because it is contained in Article 1338 of the Civil Code which regulates the following principles: (a) The principle of freedom of contract – The principle of freedom of contract means that the parties can determine the agreement they will make, determine the object of the agreement freely; (b) The principle of consensualism – The principle of consensualism means that the agreement is valid since the agreement between the parties is reached without certain formalities; (c) The principle of *pacta sunt servanda* (Purwanto, 2009) – The principle of *pacta sunt servanda* means that the agreed agreement applies as law to the parties; (d) The principle of good faith – The principle of good faith means that the implementation of the agreement must be carried out properly in accordance with applicable norms.

Based on Article 1 number 17, an Electronic Contract is an agreement between parties made through an Electronic System. In its application, Article 9 of the ITE Law states “Business actors offering products through the Electronic System must provide complete and correct information relating to the terms of the contract, producers, and products offered”. Although the article above does not specifically explain the explanation, Article 47 of Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions reads as follows: (1) Electronic Transactions can be carried out based on Electronic Contracts or other contractual forms as a form of agreement made by the parties; (2) Electronic Contracts are considered valid if there is an agreement between the parties; (c) Performed by capable legal subjects or those authorized to represent in accordance with the provisions of laws and regulations; (d) There are certain matters; and (e) The object of the transaction must not conflict with laws and regulations, decency, and public order.

Article 1491 of the Civil Code regulates the obligations of business actors, namely the safe possession of the goods sold with no hidden defects in the goods. This article is related to Article 1504 of the Civil Code which stipulates that business actors must bear if there are hidden defects. Thus, if the sale and purchase agreement is carried out through electronic media, there is a guarantee if the goods received are not in accordance with what was originally promised. However, this does not apply if the seller has informed the defect to the buyer in advance because if the buyer has agreed to the condition of the goods that have defects, there is no problem between the parties (Anggraeni, 2019).

An agreement is considered valid if it meets the subjective and objective requirements. Conventional and online buying and selling agreements actually have no significant difference because they have the same basis, namely buying and selling. However, there are differences in the media used in making agreements through conventional and online sale and purchase agreements, namely in the agreement where if it is done conventionally the parties need to sign a signature to signify the validity of the agreement,



whereas if you make a sale and purchase agreement through electronic media only through a form that can be seen in the electronic media used by the buyer and then the buyer can agree to the clauses that have been provided.

The occurrence of a sale and purchase agreement through electronic media begins with an offer made by the seller where the seller will upload the goods to be sold in electronic media, then the buyer can see the goods uploaded by the seller beforehand and make payments which can be made in cash or non-cash, then after receiving the purchase information, the seller will send the goods to the buyer and the buyer has the right to receive the ordered goods. Actually, the process of buying and selling agreements through electronic media can run easily if there are no obstacles between the parties to the trade. In terms of its validity, the sale and purchase agreement through electronic media also has legal force based on Article 18 paragraph (1) of the ITE Law which reads that Electronic Transactions as outlined in the Electronic Contract are binding on the parties. In using the electronic system, the parties must agree before making a transaction with the existing terms and conditions. After the buyer reads and agrees, the buyer can complete the payment.

Based on Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions in Article 47 paragraph (1) that electronic transactions can be carried out based on electronic contracts and other forms of contracts as a form of agreement made by each party. Furthermore, Article 48 paragraphs (1), (2), and (3) state that electronic contracts and other forms of contracts as referred to in Article 47 paragraph (1) in the event that they are addressed to Indonesian residents, they must be made in Indonesian. Electronic contracts made using standard clauses must be adjusted to the provisions of standard clauses contained in legal norms. In the Electronic Contract, the seller party at least includes the following: (1) Identity data of the parties; (2) Objects and specifications of goods; (3) Electronic transaction requirements; (4) Price and cost; (5) Procedures in the event of cancellation by the parties; (6) Provisions that entitle the buyer to the possibility of returning the goods and/or requesting a replacement product if there are hidden defects; and (7) Legal options for electronic transaction settlement.

At least some of the above provisions are the minimum that must be contained in an electronic contract so that a transaction carried out through electronic media can run smoothly as expected by the parties. Related clauses contained in electronic contracts can be adjusted according to the needs of the parties themselves and the agreement that occurs between the buyer and the seller of goods. The electronic contract itself is categorized as an “unnamed contract” (*innomiinaat*), which means an agreement that is not regulated in the Civil Code but exists in the community through the times and business needs. Even though it is categorized as an unnamed contract, Article 1320 of the Civil Code must still be a reference in making agreements, in this case an electronic contract because it is a condition for the validity of the agreement (Budiana, 2018).

### **How is the form of legal protection for the parties in buying and selling through electronic media electronic media based on law of obligation?**

Legal protection is an obligation given by the state to all its people, this can be in the form of various things in all lines of life ranging from the protection of human rights, the right to freedom of expression, and various other protections provided by the state. This legal protection is no exception in the case of a sale and purchase agreement made by two parties through e-commerce which is currently rife in the community. Legal protection for the people is a preventive and repressive government action. Preventive legal protection aims to prevent disputes, which directs government action to be careful in making decisions based on discretion, and repressive protection aims to resolve disputes, including handling them in the judiciary (Taidi, 2023).



The form of legal protection for the people is divided into two forms (Salim, 2003): (1) Preventive Legal Protection, which is a form of legal protection where the people are given the opportunity to submit objections or opinions before a government decision gets a definitive form; and (2) Repressive Legal Protection, a form of legal protection which is more aimed at dispute resolution.

The form of legal protection which is divided into 2 as explained above is a broad form of legal protection where its implementation is divided into various forms. By making various efforts to prevent a dispute between the seller and the buyer, this boils down to legal protection efforts for both parties, namely the seller and the buyer. Each party needs to get protection and wants the agreement to run smoothly as expected together. The following below is legal protection for both parties: (1) Legal protection for merchants who require buyers to settle payments so that the ordered goods can be delivered immediately; (2) Legal protection for buyers is a guarantee of a refund or exchange of goods if the goods received do not match what was ordered; and (3) Legal protection of personal data of electronic media users by law. The information provided must have been approved by the owner of the personal data as an effort to protect the law for the parties in the sale and purchase agreement transaction through electronic media which is regulated in Article 25 of the Electronic Information and Transaction Law “Electronic information and / or electronic documents that are compiled into intellectual works, Internet sites, and intellectual works contained therein are protected as intellectual property rights based on statutory provisions.”

## V. CONCLUSION

A sales and purchase agreement through electronic media, according to binding law, is guaranteed to be valid as long as it fulfills the articles that are the basis for the validity of agreements in the Civil Code, namely Article 1320 of the Civil Code and Law (UU) Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions. In conducting a sale and purchase agreement through electronic media, you must pay attention to aspects such as mutually agreed terms, especially regarding payment, delivery of goods and return of goods if they are not in accordance with what was ordered. The principles in the law of engagement are also very important to carry out as a form of effort to create a healthy sale and purchase agreement through electronic media. In its implementation, proof through e-contracts has several obstacles that the government needs to resolve immediately. Personal data protection in online buying and selling also requires special attention because personal data protection in e-commerce is still relatively weak.

The existing forms of protection can take the form of Preventive Legal protection, which is a form of legal protection where the people are given the opportunity to submit objections or opinions before a government decision gets a definitive form, and Repressive Legal Protection, which is a form of legal protection which is more aimed at dispute resolution.

## REFERENCES

- Anggraeni, R. D., & Rizal, A. H. (2019). Pelaksanaan Perjanjian Jual Beli Melalui Internet (E-Commerce) Ditinjau Dari Aspek Hukum Perdataan. *SALAM: Jurnal Sosial dan Budaya Syar-i*, 6(3), 223-238.
- Barkatullah, A. H. (2019). Hukum Transaksi Elektronik di Indonesia: sebagai pedoman dalam menghadapi era digital Bisnis e-commerce di Indonesia. Nusamedia.
- European Parliament and Council of the European Union. (2016). Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with



- regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance).
- Hanim, L. (2011). Pengaruh perkembangan teknologi informasi terhadap keabsahan perjanjian dalam perdagangan secara elektronik (e-commerce) di era globalisasi. *Jurnal Dinamika Hukum*, 11, 56-66.
- Hidayat, R. B. Z. (2023). Implikasi Hukum Dari Ketidakabsahan Suatu Perjanjian Elektronik Ditinjau Dari Hukum Perikatan. *Jurnal Ilmiah Wahana Pendidikan*, 9(2), 453-464.
- Hutchinson, T. (2010). Doctrinal Research: Researching the Jury. in *Research Methods for Law* (edited by McConville & Chui). Edinburgh University Press, Ltd.
- Indonesia. Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions.
- Jayuska, R. (2016). Keabsahan Kontrak Pada Transaksi E-Commerce Melalui Media Internet Berdasarkan Undang-Undang No 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik. *Jurnal Cahaya Keadilan*, 4(1), 43-57.
- Mantri, B. H. (2007). Perlindungan hukum terhadap konsumen dalam transaksi e-commerce. *Law Reform*, 3(1), 1-21.
- Purwanto, H. (2009). Keberadaan asas Pacta Sunt Servanda dalam perjanjian internasional. *Mimbar Hukum*, 21(1), 155-170.
- Putri, W. S., & Budiana, N. (2018). Keabsahan Kontrak Elektronik Dalam Transaksi E-commerce ditinjau dari hukum perikatan. *Jurnal Analisis Hukum*, 1(2), 300-309.
- Salim, H. S. (2003). *Hukum kontrak dan teknik penyusunan kontrak*. Jakarta: Sinar Grafika.
- Sanusi, A. (2010). Efektivitas UU ITE dalam Pengaturan Perdagangan elektronik (E-commerce). *Jurnal Hukum Bisnis*, 29(1), 5-15.
- Sasso, L. (2016). Certain comparative notes on electronic contract formation. *Pravo. Zhurnal Vysshey Shkoly Ekonomiki*, (1), 204-219.
- Taidi, S. (2023). Prespektif Hukum Perikatan Terhadap Keabsahan Jual Beli Melalui Internet. *Lex Privatum*, 11(5).
- United Nations Commission on International Trade Law (UNCITRAL). 1996, *UNCITRAL Model Law on Electronic Commerce (1996) with Guide to Enactment*.
- Wang, F. F. (2014). *Law of electronic commercial transactions: Contemporary issues in the EU, US and China*. Routledge.